

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

IN RE NEW ENGLAND COMPOUNDING )  
PHARMACY, INC., )  
\_\_\_\_\_  
THIS DOCUMENT RELATES TO: )  
\_\_\_\_\_  
Suits Naming the Tennessee Clinic )  
Defendants and the Saint Thomas Entities )  
\_\_\_\_\_

) MDL NO. 2419  
) CASE NO. 1:13-MD-2419 (FDS)  
)  
)

**DECLARATION OF JANET ROTH**

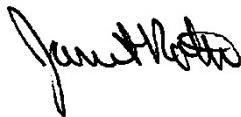
I, Janet Roth, declare under penalty of perjury that the following is true and correct:

1. My name is Janet Roth and I am an Insurance Consultant for Ascension Risk Services, LLC. In that capacity, I have personal knowledge of the facts set forth in this declaration, am over the age of 18, and am competent to testify to the facts as stated.
2. In my role as an Insurance Consultant for Ascension Risk Services, LLC, I am involved in the administration of the Ascension Health Alliance Professional and General Liability Self-Insurance Trust (the “Trust”).
3. Ascension Health Alliance is comprised of a network of hospitals and other health care organizations in the United States. Members of Ascension Health Alliance are self-insured through the Trust.
4. The Trust is a program whereby members of the Ascension Health Alliance participate (*i.e.* fund the trust and pay its expenses). One reason to self-insure is it enables parties to manage their own claims and expenses rather than transferring the risk to an insurer.
5. Saint Thomas West Hospital, Saint Thomas Health, and Saint Thomas Network (the “Saint Thomas Entities”) participate in the Trust. Each participant—including the Saint Thomas Entities—is a beneficiary of the Trust. Saint Thomas Outpatient Neurosurgical

Clinic is not a member of the Ascension Health Alliance and not a participant in the Trust.

6. Ascension Risk Services, LLC is the Trust administrator. Unlike a situation where an insurance business accepts the risk of coverage in exchange for a premium, Ascension Risk Services, LLC has no potential liability for claims payments made by the Trust. If the Trust were to experience a shortfall, the participants would be assessed to cover that shortfall. This is a key distinction between self-insuring and retaining a claim risk versus purchasing an insurance policy from an insurance business and transferring that risk.
7. Ascension Risk Services, LLC is not the same entity as Ascension Health Risk Purchasing Group, Inc. Ascension Risk Services, LLC is a Missouri limited liability corporation. Ascension Health Risk Purchasing Group, Inc. is a Missouri non-profit corporation. Ascension Health Risk Purchasing Group, Inc. has no connection to the Trust or the above-referenced litigation. Rather, Ascension Health Risk Purchasing Group, Inc. facilitates group insurance coverage from third-party insurers for physicians. Moreover, it is not an insurance company, and according to my search on October 14, 2014 on the “insurance company” tab, it is not listed as an insurance company on the Missouri Department of Insurance’s website. There are no insurance agreements between the Saint Thomas Entities and Ascension Health Risk Purchasing Group, Inc.
8. International Risk Management Institute, Inc. is a resource for insurance, risk management, and legal professionals. The IRMI’s *Glossary of Insurance and Risk Management Terms* (located at <http://www.irmi.com/online/insurance-glossary/default.aspx>) is relied on by insurance professionals as a valuable, reliable source of information and definitions in the insurance industry.

Dated: October 17, 2014



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Janet Roth